

Date: 10/23/09, 11/20/09

Document: 876126, 877719

3.	Schedule of Underlying Insurance: Insurer and Policy Number Underwriters at Lloyd's of London Cover Note - No: SD 9031 (L)/UGL0285																																																																	
4.	Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto																																																																	
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Audit Period <u>N/A</u>																																																																		

*Absence of entry means the "each person" limit does not apply.

Countersigned by _____

Ronald Cosentino

Authorized Representative

C-17008-A

MONS 153839



COLUMBIA CASUALTY COMPANY

MONS 153840

The company agrees with the named insured, in consideration of the payment of the premium and subject to the provisions of this policy

PART I — INSURING AGREEMENTS

1. Excess Liability Indemnity

To indemnify the insured for the amount of loss which is in excess of the applicable limits of liability of the underlying insurance inserted in column II of item 4 in the declarations, provided that this policy shall apply only to those coverages for which a limit of liability is inserted in column I, provided further that the limit of the company's liability under this policy shall not exceed the applicable amount inserted in column I.

The provisions of the immediate underlying policy are incorporated as a part of this policy except insofar as they may conflict with its investigation and defense and pay for costs and expenses incident to the same, the amount of the limits of liability, any other insurance provision and any other provisions therein which are inconsistent with the provisions of this policy.

If the applicable coverage in the immediate underlying policy insures accidents rather than occurrences, then, accident is substituted for occurrence in the applicable coverage of this policy.

2. Policy Period: Termination of Underlying Insurance

This policy applies to injury or destruction taking place during this policy period, provided that when the immediate underlying policy insures occurrences taking place during its policy period, instead of injury or destruction taking place during its policy period, then this policy likewise applies to occurrences taking place during this policy period and occurrences is substituted for injury or destruction in Part III of this policy.

If the immediate underlying policy is canceled, this policy likewise is canceled effective on the same date at the same time and without notice to the insureds of the immediate underlying policy, otherwise ceases to apply for reasons other than the exhaustion of an aggregate limit of liability. This policy likewise ceases to apply to the same extent on the same date at the same time and without notice to the insureds.

PART II — DEFINITIONS

1. Immediate Underlying Policy

Immediate underlying policy means the policy of the underlying insurance which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this policy.

2. Loss

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the insured is legally liable, after making deductions for all recoveries, salvages and other insurances, whether

recoverable or not other than the underlying insurance and excess insurance purchased specifically to be in excess of this policy. Loss does not include investigation, adjustment, defense or appeal costs and expenses nor costs and expenses incident to any of the same, notwithstanding that the underlying insurance may provide insurance for such costs and expenses.

3. Underlying Insurance

"Underlying insurance" means the insurance policies listed in item 3 in the declarations and includes any renewal or replacement of such policies.

PART III

PROVISIONS GOVERNING THE APPLICATION OF THE AGGREGATE LIMITS OF LIABILITY—

1. Reduction of the Aggregate

This provision applies only if this policy contains an aggregate limit of liability which applies to the occurrence.

If the per occurrence, or each person, limit of liability of the underlying insurance is less than as stated in column II in item 4 in the declarations because the aggregate limits of liability of the underlying insurance have been reduced, this policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this policy and not before. Nothing contained herein shall operate to increase the limit of the company's liability.

2. Application of the Aggregate to Separate Projects

To the extent that the aggregate limits of liability of the immediate underlying policy apply separately to various operations, projects, locations, hazards or types of injury, the aggregate limits of liability of this policy likewise apply separately to such operations, projects, locations, hazards or types of injury.

3. Application of the Aggregate to Periods of Time

The aggregate limits of liability of this policy apply separately to each aggregate period. The first aggregate period of this policy begins on the effective date of this policy and ends on the next termination date of the aggregate period of the immediate underlying policy. Any succeeding aggregate period of this policy is concurrent with the aggregate period of the immediate underlying policy unless it is the final aggregate period. The final aggregate period of this policy begins on the termination date of the aggregate period of the immediate underlying policy immediately preceding the final aggregate period of this policy and ends on the expiration date of this policy.

This paragraph does not apply if the expiration date of this policy and the expiration date or anniversary date of the immediate underlying policy are identical. If this policy is a renewal of a similar policy underwritten by the company, the applicable aggregate limit of liability of this policy for the first period shall be reduced by any amount paid or payable on account of injury or destruction taking place during the final aggregate period of the policy renewed. The final aggregate period of the policy renewed shall be determined in the same manner as the final aggregate period for this policy.

PART IV — NUCLEAR ENERGY LIABILITY EXCLUSION

The following exclusion applies in addition to those in the immediate underlying policy.

Except with respect to automobiles registered in the State of New York, this policy does not apply:

A. to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time

possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

3. the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties.

"nuclear material" means source material, special nuclear material or by-product material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

MONS 153841

- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

PART V — CONDITIONS

1. Underlying Insurance — Changes During this Policy Period

Any change in coverage in the underlying insurance shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes.

Any change in the premium for the underlying insurance shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

2. Notice of Loss; Participation in Defense by the Company

Notice of an occurrence which appears likely to involve this policy shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. The company at its own option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the insured.

3. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability. Any payments by the company under this condition 3 shall discharge the company's obligation to the insured to the extent of such payments.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

4. Subrogation and Other Recoveries

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after the occurrence to prejudice such rights.

Because this policy affords excess coverage, the insured's right of recovery cannot always be exclusively subrogated to the company. It is, therefore, agreed that the company shall act in concert with all other interests concerned, including the insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount paid by such interest; the company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss covered under this

policy; and lastly, the interests, including the insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the insured, in the ratio of their respective recoveries or, in the event of a totally unsuccessful attempt to recover in the ratio of the respective amounts sought to be recovered.

5. Other Insurance

This condition does not apply with respect to the underlying insurance or excess insurance purchased specifically to be in excess of this policy.

If, with respect to a loss covered hereunder, the insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this policy is greater than the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the insured, as respects the layer of coverage afforded by this policy, a total limit of liability equal to the applicable limit of liability afforded by this policy.

6. Cancellation

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.


If the named insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium or minimum premium, whichever is greater, shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

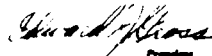
7. First Named Insured

The insured first named in item 1 in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy. The insured first named in item 1 in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make such premium payments in full if the insured first named in item 1 fails to pay the amount due within thirty days after the company gives a written demand for payment to the insured first named in item 1.

In witness whereof, the company has caused this policy to be signed by its president and a secretary at Chicago, Illinois, but the policy shall not become valid until countersigned on the declarations page by a duly authorized representative of the company.

COLUMBIA CASUALTY COMPANY


Secretary


President

MONS 153842

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

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EXCESS UMBRELLA LIABILITY

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS, AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE FIRST LAYER OF COVER NOTE NO. SD9031/UGLO285 OF UNDERWRITERS AT LLOYD'S OF LONDON.

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
#6	RDX 186-40-00

or 11-15-76

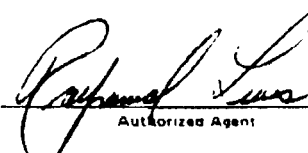
Columbia Casualty Company

INSURANCE FROM
CNA

Blank Endorsement
C-17013-A

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
MONSANTO COMPANY	4-1-76

Countersigned by


Authorized Agent

MONS 153843

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

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EXCESS UMBRELLA LIABILITY

AMENDATORY ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT THE SECOND PARAGRAPH OF PROVISION 2 (POLICY PERIOD: TERMINATION OF UNDERLYING INSURANCE) OF PART I (INSURING AGREEMENTS) IS DELETED, AND THE FOLLOWING CONDITION IS ADDED TO THE POLICY:

WITH RESPECT TO INJURY OR DESTRUCTION OTHERWISE INSURED UNDER THIS POLICY, IT IS A CONDITION PRECEDENT OF COVERAGE UNDER THIS POLICY THAT THE IMMEDIATE UNDERLYING POLICY PROVIDES VALID AND COLLECTIBLE INSURANCE WITH RESPECT TO SUCH INJURY OR DESTRUCTION; PROVIDED THAT THE INABILITY OF THE IMMEDIATE UNDERLYING POLICY TO PROVIDE VALID AND COLLECTIBLE INSURANCE SOLELY BECAUSE OF THE EXHAUSTION OF THE APPLICABLE AGGREGATE LIMIT OF LIABILITY IN SUCH IMMEDIATE UNDERLYING POLICY IS NOT A VIOLATION OF THIS CONDITION PRECEDENT.

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
5	RDX 186 40 00

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
MONSANTO COMPANY	4/1/76

Columbia Casualty Company



10/19/76 sl

Blank Endorsement
C 17013-A

Countersigned By

Rafael Luna
Authorized Agent

MONS 153844

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

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EXCESS UMBRELLA LIABILITY

DEFENSE COVERAGE ENDORSEMENT

In consideration of the premium set forth herein, it is agreed that this policy is extended to include the following:

1. In the event of the cessation of the obligation of all underlying insurers either to investigate and defend the insured or to indemnify the insured or to pay on behalf of the insured the costs and expenses of investigating and defending the insured, then the company shall either:
 - (a) assume the duty of investigating and defending the insured against suits seeking damages otherwise covered under this policy, or;
 - (b) indemnify the insured for the reasonable costs and expenses of investigating and defending suits seeking damages otherwise covered under this policy, whichever the company may elect.

However, nothing contained herein shall be construed as affording coverage for the office expenses of the insured, the salaries and expenses of employees of the insured or the general retainer fees of counsel retained by the insured.
2. As soon as the insured has information that the obligation of all underlying insurers to either investigate and defend, indemnify or pay on behalf of the insured the costs and expenses of investigating and defending the insured has ceased or will cease, the insured shall immediately give written notice to the company. Upon receipt of such notice the company will, within a reasonable time, elect and notify the insured of its decision.
3. The additional obligations assumed by the company under the terms of this endorsement are included in, and not in addition to, the applicable limit of the company's liability.
4. The last sentence in the definition of loss in the policy form is deleted. The last sentence in Condition 2, "Notice of Loss, Participation in Defense by company" is deleted and replaced by the following:

"When the company elects to proceed in accordance with provision 1(a) of this endorsement, the company shall assume the duty of investigating and defending the insured against suits seeking damages otherwise covered under this policy and shall have the right to make any settlement of any suit as it deems expedient. At all other times the company shall still have the right, but only if it so elects, to participate in the investigation, settlement, trial, appeal or other defense of any claim or suit against the insured."
5. The additional premium for this endorsement is included

This endorsement forms a part of and is for attachment to the following described policy issued by the Columbia Casualty Company, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT NO.	POLICY NO.
4	RDX 186 40 00

Complete Only When This Endorsement Is Not Propered with the Policy Or is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
MONSANTO COMPANY	4/1/76

Columbia Casualty Company



C 17062-A

Countersigned by

Richard L. Lewis
 Authorized Representative

MONS 153845

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

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EXCESS UMBRELLA LIABILITY

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS AGREED THAT "PART V - CONDITIONS; ITEM 5 OTHER INSURANCE" IS HEREBY DELETED FROM THE PROVISIONS OF THIS POLICY.

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDY. NO.	POLICY NO.
3	RDX 186 40 00

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
MONSANTO COMPANY	4/1/76

Columbia Casualty Company

INSURANCE FROM
CNA

Blank Endorsement
C-17013-A

Countersigned by

Richard L. Liva
Authorized Agent

MONS 153846

FOR ATTACHMENT TO EXCESS
LIABILITY POLICY**EXCLUSION**
(Contamination or Pollution)

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

It is further agreed that, if with respect to operations described in this endorsement there is a discharge, dispersal, release or escape of oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes) into or upon any watercourse or body of water, the insurance does not apply to bodily injury or property damage arising out of such discharge, dispersal, release or escape whether or not sudden and accidental.

Description of Operations

Gas Lease Operators - natural gas
 Gasoline Recovery - from casing head or natural gas
 Non-operating working interests
 Oil or Gas Well Shooting
 Oil or Gas Wells - acidizing
 Oil or Gas Wells - cementing
 Oil or Gas Wells - cleaning or swabbing - by contractors
 Oil or Gas Wells - drilling or redrilling, installation or recovery of casing
 Oil or Gas Wells - instrument logging or survey work in wells
 Oil or Gas Wells - perforating of casing
 Oil Lease Operators
 Oil Pipe Lines - operation, including maintenance
 Oil Rig or Derrick Erecting or Dismantling - wood or metal - including construction of foundations or structures or installation of equipment

This endorsement forms a part of and is for attachment to the following described policy issued by the Columbia Casualty Company, and takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed ENBT. NO. 2	Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
	POLICY NO.	ISSUED TO
		EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM
CNA

Countersigned by


 Authorized Agent

C-17010-A

MONS 153847

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

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Excess Umbrella Liability

Cancellation Provisions

It is agreed that paragraph 6, Cancellation Provisions, is amended to read:

"... Sixty (60) days", in lieu of Ten (10) days, "written notice of intent to cancel..."

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDY. NO.	POLICY NO.
1	RDX 186 40 00

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM
CNA

Blank Endorsement
C 17013-A

Countersigned by

Ronald L. ...
Authorized Agent

MONS 153848

Columbia Casualty Company



Offices/Chicago, Illinois

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the company to pay any amount claimed to be due hereunder, the company, at the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

It is further agreed that service of process in such suit may be made upon Ronald A. Jacks, CNA Plaza, Chicago, Ill. and that in any suit instituted against such person upon this policy, the company will abide by the final decision of such court or of any appellate court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the company in any such suit and, upon the request of the insured, to give a written undertaking to the insured that he will enter a general appearance upon the company's behalf in the event such suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

C-17031-A

MONS 153849

MONS 153850

C-17014-A

THOMAS E. SEARS, INC.

INSURANCE

TELEPHONE 617 429-6300
TELEX NUMBER 94-0638

PARK SQUARE BUILDING
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

Insurance Cover Note—No.: SD1026/RDX1864000

This is to certify that the undersigned have procured insurance as hereinafter specified ~~THOMAS E. SEARS, INC.~~
~~RECEIVED~~

ASSURED: MONSANTO COMPANY
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

RISKS OR HAZARDS COVERED:

Broad Form Umbrella Liability Insurance excluding Excess Fidelity.
This Insurance is to cover up to an amount of ~~\$5,000,000~~ part of \$30,000,000
ultimate net loss each occurrence subject to an annual aggregate of
~~\$5,000,000~~ part of \$30,000,000 ultimate net loss separately in respect of
Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

~~\$5,000,000~~ part of \$30,000,000 as indicated above, but only to pay the excess:
of: 1) \$48,000,000 Umbrella Coverage which in turn is in excess of the
greater of:
2) a. Underlying Insurance as set forth in Cover Note No. SD9031/UGL028;
or
b. \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1976

TO: April 1, 1977

Both Days 12:01 A.M.
Standard Time

PREMIUM: \$36,000 (For 100% of Cover)
\$6,000 (For 50/300ths Excess)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached
hereto:

Radioactive Contamination Exclusion Clause-Liability-Direct #N.M.A. 1477
Nuclear Incident Exclusion Clause-Liability-Direct (Broad) # N.M.A. 1256
Seepage, Pollution & Contamination Exclusion Clause No. 2 # N.M.A. 1684
Industries, Seepage, Pollution & Contamination Clause No. 3 # N.M.A. 1685

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to
all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms
and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 5th day of April 19 76

THOMAS E. SEARS, INC.

By _____
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the in-
surance or of any occurrence which may result in loss covered by the insurance.)

MONS 153830

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured, or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than 60 days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

*sixty (60)

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEADES & MOUNT
27 WILLIAM STREET, NEW YORK, NEW YORK 10005

, and
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to a statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director or insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 153831

THOMAS E. SEARS, INC.

U.S.A.**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy*

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material" means "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* Note:—As respects policies which afford liability coverage and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/68

N.M.A. 1256

MONS 153832

THOMAS E. SEARS INC.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE--LIABILITY--DIRECT
(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incidents Exclusion Clause--Liability--Direct) to Mobility Insurance affording worldwide coverage.

In addition to liability arising outside the U.S.A., the Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Printed at Lloyd's, London, England.

12/2/84

N.M.A. 1477

MONS 153833

THOMAS E. SEARS, INC.

SEWAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by sewage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up sewage, polluting or contaminating substances.
- (3) Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured.
- (4) Removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others.
- (5) Fines, penalties, punitive or exemplary damages.

22/1/70.
N.M.A. 1680.

MONS 153834

THOMAS E. SEARS, INC.

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70.

N.M.A. 1685.

MONS 153835

ENDORSEMENT

Endorsement No. **3**

INSURED: MONSANTO COMPANY

It is understood and agreed that **50/300ths** of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
COLUMBIA CASUALTY COMPANY	50/300ths being \$5,000,000

Attached to and forming part of **SD1026/RDX1864000** of the

COLUMBIA CASUALTY COMPANY

THOMAS E. SEARS, INC.

BY:

**THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116**

MONS 153836

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 2

April 1, 1976

It is understood and agreed that Seepage, Pollution and Contamination Exclusion Clause N.M.A. 1684 applies as respects operations over, on or under water and Industries. Seepage, Pollution and Contamination Clause N.M.A. 1685 applies as respects all other operations.

All other policy conditions remain unchanged.

Attached to and forming part of SD1026/RDX1864000 of the

COLUMBIA CASUALTY COMPANY

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONS 153837

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 1

April 1, 1976

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD9031/UGL0285 of Underwriters at Lloyd's of London.

All other policy conditions remain unchanged.

Attached to and forming part of SD1026/RDX1864000 of the

COLUMBIA CASUALTY COMPANY

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONS 153838

<h1 style="margin: 0;">CONTINENTAL CASUALTY COMPANY</h1> <p style="margin: 0; font-size: small;">A MEMBER COMPANY OF THE CONTINENTAL NATIONAL GROUP</p>	
CHICAGO,	ILLINOIS
A STOCK COMPANY	

EXCESS THIRD PARTY LIABILITY POLICY

DECLARATIONS

Policy No. RDX 9566963

Item 1. Name of Insured: MONSANTO CHEMICAL COMPANY, ETAL

P.O. Address: CHEMICAL LANE, BOSTON, MASSACHUSETTS

Item 2. Location of Coverage: SAME and as further defined in the Primary Policy.

Item 3. Policy Period: From APRIL 10, 1961 To APRIL 10, 1963
(12:01 Standard Time at the address of the insured stated above)

Item 4. Primary Insurance: Insurer(s) and Policy Number(s) (including renewals/or replacements thereof) _____

SEE ENDORSEMENT #1

Item 5. Description of Coverage: EXCESS UMBRELLA COVERAGE

Item 6. Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	SECTION I	IN EXCESS OF	SECTION II	SECTION III
	Company Limits		Underlying Limits	Total Limits
A. Bodily Injury	\$ Each Person		\$	\$
	\$ Each Accident or Occurrence		\$	\$
	\$ Aggregate Products		\$	\$
B. Property Damage Automobile	\$ Each Accident or Occurrence		\$	\$
C. Property Damage Except Automobile	\$ Each Accident or Occurrence		\$	\$
	\$ Aggregate Operations		\$	\$
	\$ Aggregate Protective		\$	\$
	\$ Aggregate Products		\$	\$
D. Combined Single Limit Bodily Injury and/or Property Damage	\$ Aggregate Contractual		\$	\$
	\$ Each Accident or Occurrence		\$	\$
E. Other COMBINED SINGLE LIMIT B.I. AND/OR P.D.	\$ Aggregate		\$	\$
	\$2,000,000. PART OF 5,000,000.		SEE END'T. #1	NOT APPLICABLE

Item 7. Premium Computation			
Premium Basis	Estimated Exposure	Rate	Estimated Premium
FLAT CHARGE		--	\$6,000.00

Deposit Premium \$ 6,000.00 Minimum Premium \$ 6,000.00 Audit Period 12 MONTHS **NIL**

Date of Issue APRIL 19, 1961 Countersigned by _____
Licensed Resident Agent

RD 98

MONS 150828

Continental Casualty Company

Chicago, Illinois

A Member Company of the Continental National Group

Incorporated by the State of Illinois as a Stock Insurance Company
Hereinafter Called the Company

INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, the Company agrees to indemnify the insured, in accordance with the applicable insuring agreements of the Primary Insurance, against loss subject to the limits stated in Item 6, Section I of the Declarations and as fully and to all intents and purposes as though the Primary Insurance had been issued for the limits set forth in Item 6, Section III of the Declarations. This policy shall apply only to coverages for which an amount is indicated in Item 6, Section I, and then only in excess of the corresponding amount as indicated in Item 6, Section II of the Declarations.

DEFINITIONS

1. Loss. The word "loss" shall be understood to mean the sums paid in settlements of losses for which the insured is liable after making deductions for all other recoveries, salvages and other insurances (other than recoveries under the policy/ies of the Primary Insurance), whether recoverable or not, and shall exclude all expense and costs.
2. Costs. The word "costs" shall be understood to mean interest on judgments, investigations, adjustment and legal expenses (excluding, however, all expense for salaried employees and retained counsel of and all office expense of the insured).
3. Primary Insurance. The term "primary insurance" shall be understood to mean the policy (policies) described in Item 4

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this policy or of any endorsement used herewith does not apply:

- (a) to injury, sickness, disease, death or destruction with respect to which an insured under the policy is also an insured under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the occurrence resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such occurrence notwithstanding such contract has terminated upon exhaustion of its limit of liability;
- (b) to the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard; provided that except for byproduct material, this paragraph (b) shall not apply to goods or products manufactured or handled by a nuclear facility owned, maintained, operated or used by or on behalf of an insured while such goods or products are away from such facility after sale or distribution to others;
- (c) to the furnishing of services, materials, parts or equipment by an insured in connection with the planning, construction, maintenance, operation or use of any nuclear facility, (1) with respect to injury to or destruction of any nuclear facility or property thereat resulting from the nuclear energy hazard or (2) if the nuclear facility is located outside the United States of America, its territories or possessions, or Canada, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard;
- (d) to the transportation, handling, use, sale, distribution or disposal of byproduct material, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard.

As used in this exclusion:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of source material, special nuclear material or byproduct material.
2. The terms "source material," "special nuclear material" and "byproduct material" shall have the meanings given them in the Atomic Energy Act of 1954 or by any law amendatory thereof; provided, except for byproduct material (a) contained in or combined with special nuclear material or (b) held, stored, transported or disposed of as waste by or on behalf of a nuclear facility, "byproduct material" shall not include any radioactive isotope away from a nuclear facility.
3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - (b) any equipment or device (i) designed or used for the separation of the isotopes of uranium or plutonium, (ii) designed or used for the processing, fabricating or alloying of special nuclear material or of irradiated materials containing special nuclear material, (iii) incorporating or making use of such irradiated materials, or (iv) designed or used for processing waste byproduct material;
 - (c) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste source material or waste consisting of or containing special nuclear material, or byproduct material;and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

Subdivision (iii) of paragraph (b) foregoing is not applicable to the occasional mechanical processing or fabricating of special nuclear material by any person or organization at a location which contains no equipment, device or apparatus otherwise defined herein as a nuclear facility, where special nuclear or byproduct material is not regularly handled, stored, or disposed of as waste, and which is principally used for other operations not related to the handling, fabricating or use of special nuclear material.
4. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

MONS 150829

Continental Casualty Co.
RDX 9566963SCHEDULE OF UNDERLYING INSURANCE

<u>COMPANY</u>	<u>COVERAGE</u>	<u>POLICY NUMBER</u>	<u>LIMITS OF LIABILITY</u>
LIBERTY MUTUAL	AUTO	TO BE DETERMINED	PI \$25,000/\$25,000 PD \$25,000
LIBERTY MUTUAL	CGL	TO BE DETERMINED	PI \$25,000/\$25,000/\$200,000* PD \$25,000/\$500,000 annual aggregate *Annual Aggregate respecting Products only.
LIBERTY MUTUAL	EL	TO BE DETERMINED	\$1,000,000
LIBERTY MUTUAL	AUTO	TO BE DETERMINED	PI \$500,000/\$1,000,000 PD \$500,000
LIBERTY MUTUAL	CGL	TO BE DETERMINED	PI \$1,000,000/\$1,000,000/\$1,000,000* PD \$1,000,000/\$1,000,000 annual aggregate *Annual Aggregate respecting Products only.
LIBERTY MUTUAL	EL	TO BE DETERMINED	\$500,000
<u>EXCESS OF FOREGOING</u>			
LIBERTY MUTUAL	COMBINED SINGLE LIMIT	TO BE DETERMINED	\$5,000,000 annual aggregate respecting all coverages
LLOYD'S	COMBINED SINGLE LIMIT	TO BE DETERMINED	\$3,500,000 in excess of foregoing

Replacing Schedule Originally Attached

MONS 150830

Continental Casualty Co.
RDX 9566963

SCHEDULE OF UNDERLYING INSURANCE - Continued

<u>COMPANY</u>	<u>COVERAGE</u>	<u>POLICY NUMBER</u>	<u>LIMITS OF LIABILITY</u>
FIREMAN'S FUND THRU AAU	AVIATION LEGAL LIAB.	TO BE DETERMINED	\$10,000,000
LLOYD'S	UMBRELLA	TO BE DETERMINED	\$1,500,000 any one occurrence and \$1,500,000 annual aggregate separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease in excess of primary and \$100,000 where no primary insurance
LLOYD'S	UMBRELLA	TO BE DETERMINED	\$5,000,000 any one occurrence and \$5,000,000 annual aggregate separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease excess of foregoing
40% LLOYD'S 60% EMPLOYERS SURPLUS LINES	UMBRELLA	TO BE DETERMINED	\$5,000,000 any one occurrence and \$5,000,000 annual aggregate separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease excess of foregoing

MONS 150831

<u>SCHEDULE OF UNDERLYING INSURANCE</u>			
<u>COMPANY</u>	<u>COVERAGE</u>	<u>POLICY NUMBER</u>	<u>LIMITS OF LIABILITY</u>
LIBERTY MUTUAL	AUTO	TO BE DETERMINED	P1 \$25,000/25,000 PD \$25,000
LIBERTY MUTUAL	BOL	TO BE DETERMINED	P1 \$25,000/25,000/200,000* PD \$25,000/500,000* *ANNUAL AGGREGATE RESPECTING PRODUCTS ONLY.
LIBERTY MUTUAL	EL	TO BE DETERMINED	\$1,000,000
LIBERTY MUTUAL	AUTO <i>Levent</i>	TO BE DETERMINED	P1 \$500,000/1,000,000 PD \$500,000
LIBERTY MUTUAL	BOL <i>Levent</i>	TO BE DETERMINED	P1 \$1,000,000/1,000,000/1,000,000* PD \$1,000,000/1,000,000* *ANNUAL AGGREGATE RESPECTING PRODUCTS ONLY
LIBERTY MUTUAL	EL <i>Levent</i>	TO BE DETERMINED	\$500,000
<u>EXCESS OF FOREGOING</u>			
LIBERTY MUTUAL	COMBINED SINGLE LIMIT	TO BE DETERMINED	\$5,000,000 ANNUAL AGGREGATE RESPECTING ALL COVERAGES
LLOYD'S	CSL	TO BE DETERMINED	\$3,500,000 EXCESS OF FOREGOING

MONS 150832

SCHEDULE OF UNDERLYING INSURANCE - CONTINUED

<u>COMPANY</u>	<u>COVERAGE</u>	<u>POLICY NUMBER</u>	<u>LIMITS OF LIABILITY</u>
USAIG	AVIATION LEGAL LIABILITY	TO BE DETERMINED	\$10,000,000
LLOYDS	UMBRELLA	TO BE DETERMINED	\$1,500,000 ANY ONE OCCURRENCE AND ANNUAL AGGREGATE IN EXCESS OF PRIMARY AND \$100,000 WHERE NO PRIMARY INSURANCE
LLOYDS	UMBRELLA	TO BE DETERMINED	\$5,000,000 EXCESS OF FOREGOING
40% LLOYDS 60% EMPLOYEES SURPLUS LINES	UMBRELLA	TO BE DETERMINED	\$5,000,000 EXCESS OF FOREGOING
30% LLOYDS	UMBRELLA	TO BE DETERMINED	\$5,000,000 EXCESS OF FOREGOING

<u>POLICY NUMBER</u>	<u>COMPANY</u>	<u>ISSUED TO</u>	<u>EFFECTIVE DATE</u>
<u>NDX 9566963</u>	<u>CONTINENTAL CASUALTY CO.</u>	<u>MONSANTO CHEMICAL COMPANY, ETAL</u>	<u>APRIL 10, 1961</u>

ENDORSEMENT #1

COUNTERSIGNED BY ITT

LICENSED RESIDENT AGENT

MONS 150833

MONSANTO CHEMICAL COMPANY ET AL

ENDORSEMENT

No. 8

In consideration of the premium charged it is understood and agreed that TIDEWATER OIL COMPANY, 4201 Wilshire Boulevard, Los Angeles, California, is included as an additional Named Assured but only as respects the operations of a plant at AVON, CALIFORNIA, which is owned jointly by Monsanto Chemical Company and Tidewater Oil Company.

All other policy conditions remain unchanged.

Attached to and forming part of policy No. RDX 9566963 of the
CONTINENTAL CASUALTY COMPANY

BY

Alton Z. Fahey

MONS 150834

MONSANTO CHEMICAL COMPANY ET AL

ENDORSEMENT

No. 7

In consideration of an additional premium of \$64.03 (for 100% of Cover) it is understood and agreed that effective May 9, 1962 the following additional items are included in the Schedule of Underlying Insurances:

Watercraft Liability respect owned and leased barges

Hull & Machinery - various limits to full value including
Running Down Clause up to minimum \$100,000.

P. and I. - various limits to Hull value (subject
minimum limit \$100,000 per barge).

All other policy conditions remain unchanged.

Attached to and forming part of policy No. RDX 9566963 of the

CONTINENTAL CASUALTY COMPANY

BY Alton Z. Fahay

MONS 150835

MONSANTO CHEMICAL COMPANY ET AL

ENDORSEMENT

No. 6

In consideration of an additional premium of \$130.79 (for 100% of Cover) it is understood and agreed that effective April 24, 1962 the following additional items are included in the Schedule of Underlying Insurances:

Chemstrand Company, a Division of Monsanto Chemical Company

E.L./E.L.O.D. \$1,000,000

Advertising Liability \$1,000,000

Chemstrand International S.A.

General Liability - Swiss Francs 100,000/300,000

It is further understood and agreed that the following endorsement is included:

As respects the operations of Chemstrand Company, a Division of Monsanto Chemical Company at Decatur, Alabama, Pensacola, Florida, and Greenwood, South Carolina this insurance shall include the interest of all contractors and sub-contractors as Assureds whilst performing any work for the Named Assured. This extension is to apply only as respects Property Damage and Underwriters hereon shall only be liable for the ultimate net loss in excess of \$50,000 ultimate net loss in respect of each occurrence plus underlying Umbrella limit.

All other policy conditions remain unchanged.

Attached to and forming part of policy No. RDX 9566963 of
the CONTINENTAL CASUALTY COMPANY

BY Alton L. Lohr

MONS 150836

If premium is payable in annual installments use Form M3467

This endorsement is a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" and is not binding upon the company unless countersigned by its authorized agent.

Wm. J. Ryan
Secretary

E. J. T. T. T.
President

IT IS UNDERSTOOD AND AGREED THAT HIS
POLICY ALSO COVERS THE HEYDEN NEWPORT
CHEMICAL CORPORATION, 342 MADISON
AVENUE, NEW YORK 17, NEW YORK, AS
RESPECTS THE OWNERSHIP, MAINTENANCE
OR USE OF THE PLANT IN TEXAS CITY,
TEXAS, OWNED JOINTLY BY MONSANTO
CHEMICAL COMPANY AND HEYDEN NEWPORT
CHEMICAL CORPORATION.

ENDORSEMENT NO. 4

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
RDX 9566963	CONTINENTAL CASUALTY	MONSANTO CHEMICAL COMPANY, ETAL.	4-10-61

Countersigned by.....

LICENSED RESIDENT AGENT

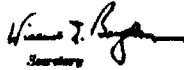
Form M3461D

Printed in U. S. A.

MONS 150838

If premium is payable in annual installments use Form M3467

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" as the hour stated in said policy and expires concurrently with said policy; but the same shall not be binding upon the company unless countersigned by its authorized agent.


Secretary


President

IT IS HEREBY UNDERSTOOD AND AGREED THAT ITEM 1, POST OFFICE
ADDRESS IS CORRECTED TO READ:

800 NORTH LINDBERGH BOULEVARD
ST. LOUIS 66, MISSOURI

ENDORSEMENT NO. 3

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
RDX 9566963	CONTINENTAL CASUALTY	MONSANTO CHEMICAL COMPANY, ETAL	4-10-61

Countersigned by

LICENSED RESIDENT AGENT


Form M3461D

Printed in U. S. A.

MONS 150839

If premium is payable in annual installments use Form M3467.

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" of the four stated in said policy and expires concurrently with said policy; but the same shall not be binding upon the company unless countersigned by its authorized agent.


Secretary


President

IT IS HEREBY UNDERSTOOD AND AGREED THAT ITEM 1, NAME OF INSURED IS TO READ AS FOLLOWS:

MONSANTO CHEMICAL COMPANY AND/OR SUBSIDIARY, ASSOCIATED, AFFILIATED COMPANIES OR OWNED AND CONTROLLED COMPANIES AS NOW OR HEREAFTER CONSTITUTED.

ENDORSEMENT NO. 2

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
<u>ROX 9566963</u>	<u>CONTINENTAL CASUALTY CO.</u>	<u>MONSANTO CHEMICAL COMPANY, ETAL</u>	<u>4-10-61</u>

Countersigned by _____
LICENSED RESIDENT AGENT

Form M34610

Printed in U. S. A.

MONS 150840

COUNTERSIGNATURE ENDORSEMENT

(CHECK COMPANY)

☒ **CONTINENTAL CASUALTY COMPANY** ☐ **TRANSPORTATION INSURANCE COMPANY**

—MEMBERS OF CONTINENTAL-NATIONAL GROUP—

1	INSURED MONSANTO CHEMICAL COMPANY		COUNTERSIGNATURE STATE MISSOURI	
2	POLICY OR BOND NUMBER RDX 9566963	EFFECTIVE DATE APRIL 10, 1961	EXPIRATION DATE APRIL 10, 1964	PREMIUM THIS STATE 6,000.00
3	TYPE OF POLICY AND/OR COVERAGE EXCESS UMBRELLA COVERAGE			
4	SUBJECT TO ADJUSTMENT (AUDIT) YES OR NO → NO		INSTALLMENT BASIS YES OR NO → NO	

THE COUNTERSIGNATURE HERETO IS TO BE CONSIDERED THE VALID COUNTERSIGNATURE TO THE ABOVE MENTIONED POLICY OR BOND, ~~WHEREAS NO COUNTERSIGNED POLICY OR BOND IS ISSUED IN THE STATE NAMED ABOVE~~

ATTACHED TO AND HEREBY MADE A PART OF THE ABOVE POLICY OR BOND COUNTERSIGNED AT CLAYTON, MISSOURI ON THIS 28 DAY OF July, 19 61

PRODUCING AGENT'S NAME
THOMAS E. SEARS
31 ST. JAMES AVENUE
BOSTON, MASSACHUSETTS
COMPANY CODE NUMBER **00001**

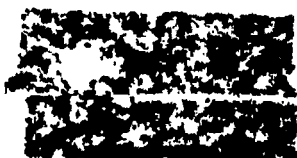
(SIGNATURE)  LICENSED RESIDENT AGENT

RESIDENT AGENT'S COMPANY CODE NO. 00095

1. - ENDORSEMENT TO POLICY

M5442 6-59

MONS 150841



COUNTERSIGNATURE ENDORSEMENT

(CHECK COMPANY)

☒ CONTINENTAL CASUALTY COMPANY ☐ TRANSPORTATION INSURANCE COMPANY

—MEMBERS OF CONTINENTAL-NATIONAL GROUP—

1	INSURED MONSANTO CHEMICAL COMPANY, ETAL		COUNTERSIGNATURE STATE MASSACHUSETTS	
2	POLICY OR BOND NUMBER RDX 9566963	EFFECTIVE DATE APRIL 10, 1961	EXPIRATION DATE APRIL 10, 1964	PREMIUM THIS STATE \$6,000.00
3	TYPE OF POLICY AND/OR COVERAGE EXCESS UMBRELLA LIABILITY			
4	SUBJECT TO ADJUSTMENT (AUDIT) YES OR NO → NO		INSTALLMENT BASIS YES OR NO → NO	

THE COUNTERSIGNATURE HERETO IS TO BE CONSIDERED THE VALID COUNTERSIGNATURE TO THE ABOVE MENTIONED POLICY OR BOND, INSOFAR AS CONCERNS THAT PORTION OF THE RISK LOCATED IN THE STATE NAMED ABOVE.

ATTACHED TO AND HEREBY MADE A PART OF THE ABOVE POLICY OR BOND COUNTERSIGNED AT BOSTON, MASSACHUSETTS ON THIS 10TH DAY OF APRIL 1961

PRODUCING AGENT'S NAME THOMAS E. SEARS
COMPANY CODE NUMBER 00001

Alton X. Lohr
(SIGNATURE) LICENSED RESIDENT AGENT

RESIDENT AGENT'S COMPANY CODE NO. _____

1. - ENDORSEMENT TO POLICY

M5442 6-59

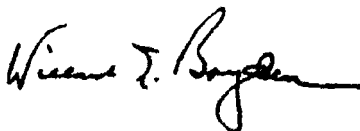
MONS 150842

THIS SPACE FOR THE ATTACHMENT OF ENDORSEMENTS, IF ANY

CONDITIONS

1. It is agreed that this policy, except as herein stated, is subject to all conditions, agreements and limitations of and shall follow the Primary Insurance in all respects, including changes by endorsement and the Insured shall furnish the Company with copies of such changes. It is further agreed should any alteration be made in the premium for the policy/ies of the Primary Insurers during the period of this Policy, then the premium hereon other than the Minimum Premium shall be adjusted accordingly.
2. Notice of any accident, which appears likely to involve this policy, shall be given to the Company, which at its own option, may, but is not required to, participate in the investigation, settlement or defense of any claim or suit. In the event expense and/or costs in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or Primary Insurer, the Company, in addition to its limits of liability as expressed in Item 6, Section I of the Declarations, shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.
3. With respect to each coverage in Item 6, Section I of the Declarations, the Bodily Injury limit applicable to each accident is subject to the limit specified as applicable to each person. There is no limit to the number of accidents for which claims may be brought hereunder (provided such accidents occur during the period of this policy) except as provided by aggregate limits which, with respect to Item 6, Section I, when inserted therein apply to all accidents happening during each twelve month's term of the Policy.
4. All salvages, recoveries or payments recovered or received subsequent to a loss settlement under the Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.
5. This Policy may be cancelled at any time at the written notice of the Insured or may be cancelled by or on behalf of the Company provided ten (10) days written notice is given to the Insured at the address shown in the Declarations. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. In the event of the cancellation or termination of the Primary Insurance or of a renewal thereof, this policy, to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the insured. If the named Insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum premium, whichever is greater, shall be computed pro rata.

IN WITNESS WHEREOF, the CONTINENTAL CASUALTY COMPANY has caused this policy to be signed by its President and Secretary at Chicago, Illinois and countersigned on the Declarations page by a duly authorized agent of the Company.

 Secretary

 President

MONS 150843

Short Rate Cancellation Table

FOR ONE YEAR POLICIES			
Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

FOR POLICIES WITH TERMS LESS OR GREATER THAN ONE YEAR

- A. If policy has been in force for 12 months or less, apply the standard short rate table for annual policies to the full annual premium determined as for a policy written for a term of one year.
- B. If policy has been in force for more than 12 months:
 1. Determine full annual premium as for a policy written for a term of one year.
 2. Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period policy has been in force.



Continental Casualty Company
CHICAGO, ILLINOIS

ISSUED TO

MONSANTO CHEMICAL COMPANY, ETAL

EXCESS THIRD PARTY LIABILITY POLICY

Policy No. RDX 9566963

PLEASE READ YOUR POLICY

MONS 150844

<h1 style="margin: 0;">CONTINENTAL CASUALTY COMPANY</h1> <p style="margin: 0; font-size: small;">A MEMBER COMPANY OF THE CONTINENTAL NATIONAL GROUP</p>	
CHICAGO,	ILLINOIS
A STOCK COMPANY	

EXCESS THIRD PARTY LIABILITY POLICY**DECLARATIONS**

Policy No. RDX 9567017

MONSANTO CHEMICAL COMPANY AND/OR SUBSIDIARY, ASSOCIATED, AFFILIATED COMPANIES OR OWNED & CONTROLLED COMPANIES AS NOW OR HEREAFTER CONSTITUTED

Item 1. Name of Insured: _____

P.O. Address: 800 NORTH LINDBERGH BOULEVARD ST. LOUIS 66, MISSOURI

Item 2. Location of Coverage: SAME and as further defined in the Primary Policy.

Item 3. Policy Period: From AUGUST 25, 1961 To AUGUST 25, 1964
 (12:01 Standard Time at the address of the insured stated above)

Item 4. Primary Insurance: Insurer(s) and Policy Number(s) (including renewals/or replacements thereof) _____

SEE ENDORSEMENT #1

Item 5. Description of Coverage: EXCESS UMBRELLA COVERAGE

Item 6. Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	SECTION I	IN EXCESS OF	SECTION II	SECTION III
	Company Limits		Underlying Limits	Total Limits
A. Bodily Injury	\$ Each Person		\$	\$
	\$ Each Accident or Occurrence		\$	\$
	\$ Aggregate Products		\$	\$
B. Property Damage Automobile	\$ Each Accident or Occurrence		\$	\$
C. Property Damage Except Automobile	\$ Each Accident or Occurrence		\$	\$
	\$ Aggregate Operations		\$	\$
	\$ Aggregate Protective		\$	\$
	\$ Aggregate Products		\$	\$
D. Combined Single Limit Bodily Injury and/or Property Damage	\$ Aggregate Contractual		\$	\$
	\$ 2,000,000.00 Each Accident or Occurrence		\$ 25,000,000.	\$
E. Other	\$ Aggregate		\$	\$
			(SEE END'T. #1)	NOT APPLICABLE

Item 7. Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
FLAT CHARGE		---	\$5,000.00

Deposit Premium \$ 5,000.00 Minimum Premium \$ 5,000.00 Audit Period NTL

Date of Issue SEPTEMBER 5, 1961 Countersigned by _____
 Licensed Resident Agent

RD 98

MONS 150846

Continental Casualty Company

Chicago, Illinois

A Member Company of the Continental National Group

Incorporated by the State of Illinois as a Stock Insurance Company
Hereinafter Called the Company

INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, the Company agrees to indemnify the insured, in accordance with the applicable insuring agreements of the Primary Insurance, against loss subject to the limits stated in Item 6, Section I of the Declarations and as fully and to all intents and purposes as though the Primary Insurance had been issued for the limits set forth in Item 6, Section III of the Declarations. This policy shall apply only to coverages for which an amount is indicated in Item 6, Section I, and then only in excess of the corresponding amount as indicated in Item 6, Section II of the Declarations.

DEFINITIONS

1. **Loss.** The word "loss" shall be understood to mean the sums paid in settlements of losses for which the insured is liable after making deductions for all other recoveries, salvages and other insurances (other than recoveries under the policy/ies of the Primary Insurer), whether recoverable or not, and shall exclude all expense and costs.
2. **Costs.** The word "costs" shall be understood to mean interest on judgments, investigations, adjustment and legal expenses (excluding, however, all expense for salaried employees and retained counsel of and all office expense of the insured).
3. **Primary Insurance.** The term "primary insurance" shall be understood to mean the policy (policies) described in Item 4.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this policy or of any endorsement used herewith does not apply:

- (a) to injury, sickness, disease, death or destruction with respect to which an insured under the policy is also an insured under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the occurrence resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such occurrence notwithstanding such contract has terminated upon exhaustion of its limit of liability;
- (b) to the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard; provided that except for byproduct material, this paragraph (b) shall not apply to goods or products manufactured or handled by a nuclear facility owned, maintained, operated or used by or on behalf of an insured while such goods or products are away from such facility after sale or distribution to others;
- (c) to the furnishing of services, materials, parts or equipment by an insured in connection with the planning, construction, maintenance, operation or use of any nuclear facility, (i) with respect to injury to or destruction of any nuclear facility or property thereof resulting from the nuclear energy hazard or (2) if the nuclear facility is located outside the United States of America, its territories or possessions, or Canada, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard;
- (d) to the transportation, handling, use, sale, distribution or disposal of byproduct material, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard.

As used in this exclusion:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of source material, special nuclear material or byproduct material;
2. The terms "source material," "special nuclear material" and "byproduct material" shall have the meanings given them in the Atomic Energy Act of 1954 or by any law amendatory thereof; provided, except for byproduct material (a) contained in or combined with special nuclear material or (b) held, stored, transported or disposed of as waste by or on behalf of a nuclear facility, "byproduct material" shall not include any radioactive isotope away from a nuclear facility.
3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - (b) any equipment or device (i) designed or used for the separation of the isotopes of uranium or plutonium, (ii) designed or used for the processing, fabricating or alloying of special nuclear material or of irradiated materials containing special nuclear material, (iii) incorporating or making use of such irradiated materials, or (iv) designed or used for processing waste byproduct material;
 - (c) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, source material or waste consisting of or containing special nuclear material or byproduct material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

Subdivision (ii) of paragraph (b) foregoing is not applicable to the occasional mechanical processing or fabricating of special nuclear material by any person or organization at a location which contains no equipment, device or apparatus otherwise defined herein as a nuclear facility, where special nuclear or byproduct material is not regularly handled, stored, or disposed of as waste, and which is principally used for other operations not related to the handling, fabricating or use of special nuclear material.

4. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

MONS 150847

Continental Casualty Co.
RDX 9567017SCHEDULE OF UNDERLYING INSURANCE

<u>COMPANY</u>	<u>COVERAGE</u>	<u>POLICY NUMBER</u>	<u>LIMITS OF LIABILITY</u>
LIBERTY MUTUAL	AUTO	TO BE DETERMINED	PI \$25,000/\$25,000 PD \$25,000
LIBERTY MUTUAL	CGL	TO BE DETERMINED	PI \$25,000/\$25,000/\$200,000* PD \$25,000/\$500,000 annual aggregate *Annual Aggregate respecting Products only.
LIBERTY MUTUAL	EL	TO BE DETERMINED	\$1,000,000
LIBERTY MUTUAL	AUTO	TO BE DETERMINED	PI \$500,000/\$1,000,000 <i>Leased</i> PD \$500,000
LIBERTY MUTUAL	CGL	TO BE DETERMINED	PI \$1,000,000/\$1,000,000/\$1,000,000* <i>Leased</i> PD \$1,000,000/\$1,000,000 annual aggregate *Annual Aggregate respecting Products only.
LIBERTY MUTUAL	EL	TO BE DETERMINED	\$500,000 <i>Leased</i>

EXCESS OF FOREGOING

LIBERTY MUTUAL	COMBINED SINGLE LIMIT	TO BE DETERMINED	\$5,000,000 annual aggregate respecting all coverages
LLOYD'S	COMBINED SINGLE LIMIT	TO BE DETERMINED	\$3,500,000 in excess of foregoing

Replacing Schedule Originally attached

*Approved by
E. J. #1*

MONS 150848

Continental Casualty Co.
RDX 9567017

SCHEDULE OF UNDERLYING INSURANCE - Continued

<u>COMPANY</u>	<u>COVERAGE</u>	<u>POLICY NUMBER</u>	<u>LIMITS OF LIABILITY</u>
FIREMAN'S FUND THRU AAU	AVIATION LEGAL LIAB.	TO BE DETERMINED	\$10,000,000
LLOYD'S	UMBRELLA	TO BE DETERMINED	\$1,500,000 any one occurrence and \$1,500,000 annual aggregate separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease in excess of primary and \$100,000 where no primary insurance
LLOYD'S	UMBRELLA	TO BE DETERMINED	\$5,000,000 any one occurrence and \$5,000,000 annual aggregate separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease excess of foregoing
40% LLOYD'S 60% EMPLOYERS SURPLUS LINES	UMBRELLA	TO BE DETERMINED	\$5,000,000 any one occurrence and \$5,000,000 annual aggregate separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease excess of foregoing
60% LLOYD'S 40% CONTINENTAL CASUALTY CO.	UMBRELLA	TO BE DETERMINED	\$5,000,000 any one occurrence and \$5,000,000 annual aggregate separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease excess of foregoing

MONS 150849

SCHEDULE OF UNDERLYING INSURANCE

<u>COMPANY</u>	<u>COVERAGE</u>	<u>POLICY NUMBER</u>	<u>LIMITS OF LIABILITY</u>
LIBERTY MUTUAL	AUTO	TO BE DETERMINED	PI \$25,000/25,000 PD \$25,000
LIBERTY MUTUAL	CGL	TO BE DETERMINED	PI \$25,000/25,000/200,000* PD \$25,000/500,000* *ANNUAL AGGREGATE RESPECTING PRODUCTS ONLY
LIBERTY MUTUAL	EL	TO BE DETERMINED	\$1,000,000
LIBERTY MUTUAL	AUTO - General Liability	TO BE DETERMINED	PI \$500,000/1,000,000 PD \$500,000
LIBERTY MUTUAL	CGL	TO BE DETERMINED	PI \$1,000,000/1,000,000/1,000,000* PD \$1,000,000/1,000,000* *ANNUAL AGGREGATE RESPECTING PRODUCTS ONLY
LIBERTY MUTUAL	EL	TO BE DETERMINED	\$500,000
<u>EXCESS OF FOREGOING</u>			
LIBERTY MUTUAL	COMBINED SINGLE LIMIT	TO BE DETERMINED	\$5,000,000 ANNUAL AGGREGATE RESPECTING ALL COVERAGES
LLOYD'S	CSL	TO BE DETERMINED	\$3,500,000 EXCESS OF FOREGOING

*Presented
by L. H. #2*

MONS 150850

SCHEDULE OF UNDERLYING INSURANCE - CONTINUED

<u>COMPANY</u>	<u>COVERAGE</u>	<u>POLICY NUMBER</u>	<u>LIMITS OF LIABILITY</u>
USAIG	AVIATION LEGAL LIABILITY	TO BE DETERMINED	\$10,000,000
LLOYDS	UMBRELLA	TO BE DETERMINED	\$1,500,000 ANY ONE OCCURRENCE AND ANNUAL AGGREGATE IN EXCESS OF PRIMARY AND \$100,000 WHERE NO PRIMARY INSURANCE
LLOYDS	UMBRELLA	TO BE DETERMINED	\$5,000,000 EXCESS OF FOREGOING
40% LLOYDS 60% EMPLOYEES SURPLUS LINES	UMBRELLA	TO BE DETERMINED	\$5,000,000 EXCESS OF FOREGOING
<u>EXCESS OF FOREGOING</u>			
CONTINENTAL	UMBRELLA	RDX 9566963	\$2,000,000 PART OF 5,000,000

<u>POLICY NUMBER</u>	<u>COMPANY</u>	<u>ISSUED TO</u>	<u>EFFECTIVE DATE</u>
RDX 9567017	CONTINENTAL CASUALTY	MONSANTO CHEMICAL COMPANY, ETAL.	AUGUST 25, 1961

COUNTERSIGNED BY: _____

LICENSED RESIDENT AGENT

MONS 150851

MONSANTO CHEMICAL COMPANY ET AL

ENDORSEMENT

No. 5

In consideration of the premium charged it is understood and agreed that TIDEWATER OIL COMPANY, 4201 Wilshire Boulevard, Los Angeles, California, is included as an additional Named Assured but only as respects the operations of a plant at AVON, CALIFORNIA, which is owned jointly by Monsanto Chemical Company and Tidewater Oil Company.

All other policy conditions remain unchanged.

Attached to and forming part of policy No. RDX 9567017 of the

CONTINENTAL CASUALTY COMPANY

BY

Alton L. Lohp

MONS 150852

MONSANTO CHEMICAL COMPANY ET AL

ENDORSEMENT

No. 4

In consideration of an additional premium of \$76.53 (for 100% of Cover) it is understood and agreed that effective May 9, 1962 the following additional items are included in the Schedule of Underlying Insurances:

Watercraft Liability respect owned and leased barges

Hull & Machinery - various limits to full value including
Running Down Clause up to minimum \$100,000.

P. and I. - various limits to Hull value (subject
minimum limit \$100,000 per barge).

All other policy conditions remain unchanged.

Attached to and forming part of policy No. RDX 9567017 of the

CONTINENTAL CASUALTY COMPANY

BY

Alton E. Faher

MONS 150853

MONSANTO CHEMICAL COMPANY ET AL

ENDORSEMENT

No. 3

2576

In consideration of an additional premium of \$128.54 (for 100% of Cover) it is understood and agreed that effective April 24, 1962 the following additional items are included in the schedule of Underlying Insurances:

Chemstrand Company, a Division of Monsanto Chemical Company

E.L./E.L.O.D. \$1,000,000

Advertising Liability \$1,000,000

Chemstrand International S.A.

General Liability - Swiss Francs 100,000/300,000

It is further understood and agreed that the following endorsement is included:

As respects the operations of Chemstrand Company, a Division of Monsanto Chemical Company at Decatur, Alabama, Pensacola, Florida, and Greenwood, South Carolina this insurance shall include the interest of all contractors and sub-contractors as Assureds whilst performing any work for the Named Assured. This extension is to apply only as respects Property Damage and Underwriters hereon shall only be liable for the ultimate net loss in excess of \$50,000 ultimate net loss in respect of each occurrence plus underlying Umbrella limit.

All other policy conditions remain unchanged.

Attached to and forming part of policy No. RDX 9567017 of
the CONTINENTAL CASUALTY COMPANY

BY

Aiton Z. Zahaf

MONS 150854

MONSANTO CHEMICAL COMPANY ET AL

Endorsement No. 2

NOTWITHSTANDING anything contained herein to the contrary it is understood and agreed that the following Underlying Limits of the Liberty Mutual indicated below apply to the named insured except as respects Leonard Construction Company and Lenco Construction Company, Ltd.:

Automobile Liability

PI	\$25,000/\$25,000
PD	\$25,000

Comprehensive General Liability

PI	\$25,000/\$25,000/\$200,000*
PD	\$25,000/\$500,000 annual aggregate

*Annual Aggregate respecting Products only.

Employers Liability

\$1,000,000

The Liberty Mutual Underlying Limits as respects Leonard Construction Company and Lenco Construction Company, Ltd. are as follows:

Automobile Liability

PI	\$500,000/\$1,000,000
PD	\$500,000

Comprehensive General Liability

PI	\$1,000,000/\$1,000,000/\$1,000,000*
PD	\$1,000,000/\$1,000,000 annual aggregate

*Annual aggregate respecting products only

Employers Liability

\$500,000

All other policy conditions remain unchanged.

Attached to and forming part of policy No. RDY 9567017 of

the CONTINENTAL CASUALTY COMPANY

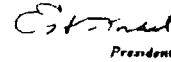
BY 

MONS 150855

(If premium is payable in annual installments use Form M3467)

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" at the hour stated in said policy and expires concurrently with said policy; but the same shall not be binding upon the company unless countersigned by its authorized agent.


SECRETARY


President

IT IS UNDERSTOOD AND AGREED THAT HIS
POLICY ALSO COVERS THE HEYDEN NEWPORT
CHEMICAL CORPORATION, 342 MADISON
AVENUE, NEW YORK 17, NEW YORK, AS
RESPECTS THE OWNERSHIP, MAINTENANCE
OR USE OF THE PLANT IN TEXAS CITY,
TEXAS, OWNED JOINTLY BY MONSANTO
CHEMICAL COMPANY AND HEYDEN NEWPORT
CHEMICAL CORPORATION.

ENDORSEMENT NO. 1

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
ROX 9567017	CONTINENTAL CASUALTY COMPANY	MONSANTO CHEMICAL COMPANY, ETAL	AUG. 25, 1961

Countersigned by _____
LICENSED RESIDENT AGENT

Form M3461D

Printed in U. S. A.

MONS 150856

COUNTERSIGNATURE ENDORSEMENT

(CHECK COMPANY)

☒ **CONTINENTAL CASUALTY COMPANY**☐ **TRANSPORTATION INSURANCE COMPANY**—MEMBERS OF **CONTINENTAL-NATIONAL GROUP**—**Monsanto Chemical Company &/or Subsidiary, Associated, Affiliated Companies or Owned &**

1 INSURED Controlled Companies as now or hereafter constituted.		COUNTERSIGNATURE STATE Missouri	
2 POLICY OR BOND NUMBER RDX 9567017	EFFECTIVE DATE August 25, 1961	EXPIRATION DATE August 25, 1964	PREMIUM THIS STATE \$5,000.00
3 TYPE OF POLICY AND/OR COVERAGE Excess Umbrella Coverage			
4 SUBJECT TO ADJUSTMENT (AUDIT) YES OR NO → No		INSTALLMENT BASIS YES OR NO → No	

THE COUNTERSIGNATURE HERETO IS TO BE CONSIDERED THE VALID COUNTERSIGNATURE TO THE ABOVE MENTIONED POLICY OR BOND, ~~INSTEAD OF DEMONSTRATING THAT LOCATION OF THE RISK LOCATED IN THE STATE NAMED ABOVE.~~

ATTACHED TO AND HEREBY MADE A PART OF THE ABOVE POLICY OR BOND COUNTERSIGNED *[Signature]* ON THIS 6 DAY OF October, 1961
Clayton 5, Missouri

PRODUCING AGENT'S NAME

**Thomas E. Sears
31 St. James Ave.
Boston, Massachusetts**

COMPANY CODE NUMBER **00001**

(SIGNATURE)

LICENSED RESIDENT AGENT

RESIDENT AGENT'S COMPANY CODE NO. 00094

M5442 6-59

1. — ENDORSEMENT TO POLICY

MONS 150857

COUNTERSIGNATURE ENDORSEMENT

(CHECK COMPANY)

☒ **CONTINENTAL CASUALTY COMPANY**☐ **TRANSPORTATION INSURANCE COMPANY**—MEMBERS OF **CONTINENTAL-NATIONAL GROUP**—

MONSANTO CHEMICAL COMPANY &/OR SUBSIDIARY, ASSOCIATED, AFFILIATED COMPANIES OR OWNED &

1	INSURED CONTROLLED COMPANIES AS NOW OR HEREAFTER CONSTITUTED.		COUNTERSIGNATURE STATE MISSOURI	
2	POLICY OR BOND NUMBER RDX 9567017	EFFECTIVE DATE AUGUST 25, 1961	EXPIRATION DATE AUGUST 25, 1964	PREMIUM THIS STATE \$5,000.00
3	TYPE OF POLICY AND/OR COVERAGE EXCESS UMBRELLA COVERAGE			
4	SUBJECT TO ADJUSTMENT (AUDIT) YES OR NO → NO		INSTALLMENT BASIS YES OR NO → NO	

THE COUNTERSIGNATURE HERETO IS TO BE CONSIDERED THE VALID COUNTERSIGNATURE TO THE ABOVE MENTIONED POLICY OR BOND, INsofar AS CONCERNS THAT PORTION OF THE RISK LOCATED IN THE STATE NAMED ABOVE.

ATTACHED TO AND HEREBY MADE A PART OF THE ABOVE POLICY OR BOND COUNTERSIGNED BY September 61
CLAYTON 5, MISSOURI ON THIS 7 DAY OF September, 1961

PRODUCING AGENT'S NAME THOMAS E. SEARS	
COMPANY CODE NUMBER	00001

[Signature]
 (SIGNATURE) LICENSED RESIDENT AGENT

RESIDENT AGENT'S COMPANY CODE NO. 00095

M5442 6-59

1. — ENDORSEMENT TO POLICY

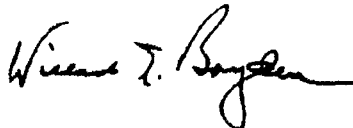
MONS 150858

THIS SPACE FOR THE ATTACHMENT OF ENDORSEMENT IF ANY

CONDITIONS

1. It is agreed that this policy, except as herein stated, is subject to all conditions, agreements and limitations of and shall follow the Primary Insurance in all respects, including changes by endorsement and the Insured shall furnish the Company with copies of such changes. It is further agreed should any alteration be made in the premium for the policy/ies of the Primary Insurers during the period of this Policy, then the premium hereon other than the Minimum Premium shall be adjusted accordingly.
2. Notice of any accident, which appears likely to involve this policy, shall be given to the Company, which at its own option, may, but is not required to, participate in the investigation, settlement or defense of any claim or suit. In the event expense and/or costs in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or Primary Insurer, the Company, in addition to its limits of liability as expressed in Item 6, Section I of the Declarations, shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.
3. With respect to each coverage in Item 6, Section I of the Declarations, the Bodily Injury limit applicable to each accident is subject to the limit specified as applicable to each person. There is no limit to the number of accidents for which claims may be brought hereunder (provided such accidents occur during the period of this policy) except as provided by aggregate limits which, with respect to Item 6, Section I, when inserted therein apply to all accidents happening during each twelve month's term of the Policy.
4. All salvages, recoveries or payments recovered or received subsequent to a loss settlement under the Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.
5. This Policy may be cancelled at any time at the written notice of the Insured or may be cancelled by or on behalf of the Company provided ten (10) days written notice is given to the Insured at the address shown in the Declarations. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. In the event of the cancellation or termination of the Primary Insurance or of a renewal thereof, this policy, to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the insured. If the named Insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum premium, whichever is greater, shall be computed pro rata.

IN WITNESS WHEREOF, the CONTINENTAL CASUALTY COMPANY has caused this policy to be signed by its President and Secretary at Chicago, Illinois and countersigned on the Declarations page by a duly authorized agent of the Company.

 Secretary

 President

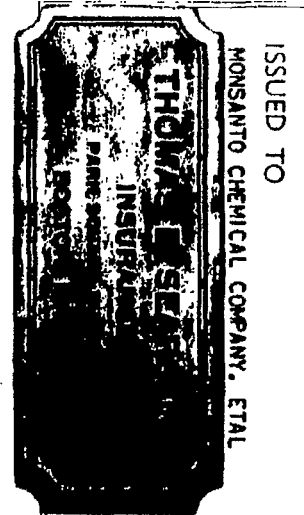
MONS 150859

Short Rate Cancellation Table

FOR ONE YEAR POLICIES			
Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mos.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	281-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

FOR POLICIES WITH TERMS LESS OR GREATER THAN ONE YEAR

- A. If policy has been in force for 12 months or less, apply the standard short rate table for annual policies to the full annual premium determined as for a policy written for a term of one year.
- B. If policy has been in force for more than 12 months:
 1. Determine full annual premium as for a policy written for a term of one year.
 2. Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period policy has been in force.



PLEASE READ YOUR POLICY

Policy No. RDX 9567017

ISSUED TO
MONSANTO CHEMICAL COMPANY, ETAL

EXCESS THIRD PARTY LIABILITY POLICY

Continental Casualty Company
CHICAGO, ILLINOIS

MONS 150860

TO **CONTINENTAL CASUALTY COMPANY**

We hereby accept cancellation of **Policy No. MDK9566961**

as of **December 19, 1962** **12:01 A.M. Standard Time**
and hereby release and discharge the Underwriters from any and all
liability under the said Policy in respect of losses occurring
after said time and date.

Dated at St. Louis, Missouri this 21 day of February 1963

MONSANTO CHEMICAL COMPANY

Robert B. Chapman
(Signature of Assured)

J. Arthur Fisher
(Witness)

MONS 150845

TO CONTINENTAL CASUALTY COMPANY

We hereby accept cancellation of Policy No. MDX9567017

as of January 7, 1963 12:01 A.M. Standard Time
and hereby release and discharge the Underwriters from any and all
liability under the said Policy in respect of losses occurring
after said time and date.

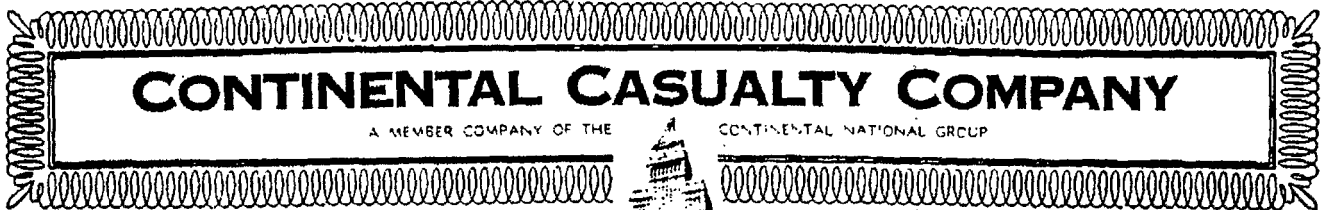
Dated at St. Louis, Missouri this 21 day of February 1963

MONSANTO CHEMICAL COMPANY

Robert D. Chapman
(Signature of Assured)

J. Adrian Fisher
(Witness)

MONS 150861



CHICAGO,



ILLINOIS

A STOCK COMPANY

EXCESS THIRD PARTY LIABILITY POLICY**DECLARATIONS**

Policy No. RDX 9681809

Item 1. Name of Insured: MONSANTO CHEMICAL COMPANYP.O. Address: 800 NORTH LINDBERGH BOULEVARD, ST. LOUIS 66, MISSOURIItem 2. Location of Coverage: SAME and as further defined in the Primary Policy.Item 3. Policy Period: From JANUARY 7, 1963 To OCTOBER 1, 1965
(12:01 Standard Time at the address of the insured stated above)

Item 4. Primary Insurance: Insurer(s) and Policy Number(s) (including renewals/or replacements thereof)

SEE ENDORSEMENT #1 ATTACHEDItem 5. Description of Coverage: BROAD FORM UMBRELLA LIABILITY INSURANCE
EXCLUDING EXCESS FIDELITY

Item 6. Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	SECTION I		IN EXCESS OF		SECTION II	SECTION III
	Company Limits		Underlying Limits		Total Limits	
A. Bodily Injury	\$	Each Person	\$		\$	
	\$	Each Accident or Occurrence	\$		\$	
	\$	Aggregate Products	\$		\$	
B. Property Damage Automobile	\$	Each Accident or Occurrence	\$		\$	
C. Property Damage Except Automobile	\$	Each Accident or Occurrence	\$		\$	
	\$	Aggregate Operations	\$		\$	
	\$	Aggregate Protective	\$		\$	
	\$	Aggregate Products	\$		\$	
	\$	Aggregate Contractual	\$		\$	
D. Combined Single Limit Bodily Injury and/or Property Damage	\$	Each Accident or Occurrence	\$		\$	
	\$	Aggregate	\$		\$	
E. Other <u>COMBINED</u> <u>SINGLE LIMIT B.I.</u> <u>AND/OR P.D.</u>	<u>\$4,000,000. PART OF \$5,000,000. EXCESS</u> <u>\$25,000,000. EXCESS OF UNDERLYING (SEE END'T. #1 ATTACHED)</u>					

Item 7. Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
FLAT CHARGE	--	--	\$6,555.60

Deposit Premium \$ 6,555.60Minimum Premium \$ 6,555.60Audit Period NILDate of Issue MARCH 28, 1963

Countersigned by

Licensed Resident Agent

RD 98

MONS 151460

Continental Casualty Company

Chicago, Illinois

A Member Company of the Continental National Group

Incorporated by the State of Illinois as a Stock Insurance Company
Hereinafter Called the Company

INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, the Company agrees to indemnify the insured, in accordance with the applicable insuring agreements of the Primary Insurance, against loss subject to the limits stated in Item 6, Section I of the Declarations and as to, and to all intents and purposes as though the Primary Insurance had been issued for the limits set forth in Item 6, Section III of the Declarations. This policy shall apply only to coverages for which an amount is indicated in Item 6, Section I, and then only in excess of the corresponding amount as indicated in Item 6, Section II of the Declarations.

DEFINITIONS

1. **Loss.** The word "loss" shall be understood to mean the sums paid in settlements of losses for which the insured is liable after making deductions for all other recoveries, salvages and other insurances (other than recoveries under the policies of the Primary Insurer), whether recoverable or not, and shall exclude all expense and costs.
2. **Costs.** The word "costs" shall be understood to mean interest on judgments, investigations, adjustment and legal expenses (excluding, however, all expense for salaried employees and retained counsel of and all office expense of the insured).
3. **Primary Insurance.** The term "primary insurance" shall be understood to mean the policy (policies) described in Item 4.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this policy or of any endorsement used herewith does not apply

- a) to injury, sickness, disease, death or destruction with respect to which an insured under the policy is also an insured under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Insurers and in effect at the time of the occurrence resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such occurrence notwithstanding such contract may be terminated upon exhaustion of its limit of liability;
- b) to the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard; provided that except for byproduct material, this paragraph b) shall not apply to goods or products manufactured or handled by a nuclear facility owned, maintained, operated or used by or on behalf of an insured while such goods or products are away from such facility after sale or distribution to others;
- c) to the furnishing of services, materials, parts or equipment by an insured in connection with the planning, construction, maintenance, operation or use of any nuclear facility, (i) with respect to injury to or destruction of any nuclear facility or property thereat resulting from the nuclear energy hazard or (2) if the nuclear facility is located outside the United States of America, its territories or possessions, or Canada, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard;
- d) to the transportation, handling, use, sale, distribution or disposal of byproduct material, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard.

As used in this exclusion:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of source material, special nuclear material or byproduct material.
2. The terms "source material," "special nuclear material" and "byproduct material" shall have the meanings given them in the Atomic Energy Act of 1954 or by any law amendatory thereof; provided, except for byproduct material (a) contained in or combined with special nuclear material or (b) held, stored, transported or disposed of as waste by or on behalf of a nuclear facility, byproduct material shall not include any radioactive isotope away from a nuclear facility.
3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - (b) any equipment or device (i) designed or used for the separation of the isotopes of uranium or plutonium, (ii) designed or used for the processing, fabricating or alloying of special nuclear material or of irradiated materials containing special nuclear material, (iii) incorporating or making use of such irradiated materials, or (iv) designed or used for processing waste byproduct material;
 - (c) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste source material or waste consisting of or containing special nuclear material or byproduct material;and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

Subdivision (iii) of paragraph (b) foregoing is not applicable to the occasional mechanical processing or fabricating of special nuclear material by any person or organization at a location which contains no equipment, device or apparatus otherwise defined herein as a nuclear facility, where special nuclear or byproduct material is not regularly handled, stored, or disposed of as waste, and which is principally used for other operations not related to the handling, fabricating or use of special nuclear material.
4. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

MONS 151461

If premium is payable in annual installments use Form M3467.

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" at the hour stated in said policy and expires concurrently with said policy; but the same shall not be binding upon the company unless countersigned by its authorized agent.

Wm. T. Ryan
Secretary

E. J. Stahl
President

IT IS HEREBY UNDERSTOOD AND AGREED THAT COVERAGE IN RESPECT OF COMPANIES FALLING WITHIN THE DEFINITION OF "NAMED ASSURED" OR ANY ADDITIONAL ASSURED'S ADDED TO THE UNDERLYING INSURANCES DURING CURRENCY HEREOF, SHALL NOT BE PREJUDICED BY INADVERTENT FAILURE TO GIVE NOTICE AS CONTEMPLATED UNDER THE DEFINITION OF "NAMED ASSURED" PROVIDED SUCH FAILURE IS RECTIFIED AS SOON AS IT COMES TO THE NOTICE OF THE ASSURED'S DEPARTMENT OF INSURANCE.

2

ENDORSEMENT NO. 6

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
RDX-9681809	CONTINENTAL CASUALTY	MONSANTO CHEMICAL COMPANY	1/7/63

Countersigned by *[Signature]*
LICENSED RESIDENT AGENT

Form M3461D

Printed in U. S. A.

MONS 151462

If premium is payable in annual installments use Form M3467

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as Effective Date at the hour stated in said policy and expires concurrently with said policy; but the same shall not be binding upon the company unless countersigned by its authorized agent.


Secretary


President

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT ITEM I, NAMED INSURED, IS AMENDED TO READ AS FOLLOWS:

WHEREVER IN THE POLICY THE NAME MONSANTO CHEMICAL COMPANY APPEARS IT IS AMENDED TO READ MONSANTO COMPANY

ENDORSEMENT NO. 5

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
RDX-9681809	CONTINENTAL CASUALTY CO.	MONSANTO CHEMICAL CO.	4/1/64

Countersigned by


LICENSED RESIDENT AGENT

Form M3461D

Printed in U.S.A.

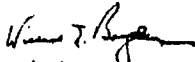
MONS 151463

JUN 16 1994

MONS 151464

If premium is payable in annual installments use Form M3467

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" at the hour stated in said policy and expires concurrently with said policy; but the same shall not be binding upon the company unless countersigned by its authorized agent.


Secretary


President

IT IS AGREED THAT NOTWITHSTANDING ANYTHING IN
THIS POLICY TO THE CONTRARY AND EXCEPT FOR THE
AMOUNTS AND LIMITS OF LIABILITY AND THE PROVISIONS
AS TO PREMIUM, THIS POLICY IS TO INDEMNIFY THE
INSURED IN ACCORDANCE WITH APPLICABLE INSURING
AGREEMENTS, TERMS AND CONDITIONS OF COVER NOTE
SD 5137/K76155 issued by LLOYD'S AND VARIOUS
COMPANIES.

ENDORSEMENT NO. 2

POLICY NO.
FDX 9681809

COMPANY
Continental Casualty

ISSUED TO
Monsanto Chemical Company

EFFECTIVE DATE
1/7/63

Countersigned by


LICENSED RESIDENT AGENT

Form M3461D

Printed in U. S. A.

MONS 151465

THOMAS E. SEARS, INC.

ENDORSEMENT

No. 1

SCHEDULE OF UNDERLYING INSURANCES

1. Comprehensive General Liability and Automobile Liability

- (a) "Products Limitation" as more fully described in Endorsement No. 1 attached to Liberty Mutual Policy RK1-641-004287-111 or any replacement or renewal thereof.

\$225,000 each occurrence

(Note: It is understood and agreed that of the foregoing limit of \$225,000 the Named Assured bears \$125,000 in excess of \$100,000 any one occurrence.)

- (b) "Property Damage to Non-owned Vessels in Care, Custody and Control of Named Assured" as more fully described in Endorsement No. 6 attached to Liberty Mutual Policy RK1-641-004287-111 or any replacement or renewal thereof.

\$100,000 any one vessel not to exceed
\$225,000 any one occurrence

- (c) "Specified Blowout, Cratering and Underground Hazards" as more fully described in Endorsement No. 2 attached to Liberty Mutual Policy RK1-641-004287-111 or any replacement or renewal thereof.

\$75,000 annual aggregate

- (d) Combined Single Limit respecting all other coverages

\$5,000,000 any one occurrence and annual aggregate

WHICH IS IN EXCESS OF

- (a) Leonard Construction Co. and Lenconco Construction, Ltd.

Auto	PI	\$500,000/\$1,000,000
	PD	\$500,000
CGL	PI	\$1,000,000/\$1,000,000/\$1,000,000*
	PD	\$1,000,000/\$1,000,000

*Annual aggregate respecting products

MONS 151466

THOMAS E. SEARS, INC.

SCHEDULE OF UNDERLYING INSURANCES

Page 2

(b) All other Named Assureds

Auto	PI	\$25,000/\$25,000
	PD	\$25,000
CGL	PI	\$25,000/\$25,000/\$200,000*
	PD	\$25,000/\$500,000 single annual aggregate

*Annual aggregate respecting products

2. Aviation Legal Liability \$10,000,000 CSL except as respects one PBV owned by Edgar M. Queeny \$9,400,000 on which Monsanto Chemical Company included as an additional assured.

3. Employers Liability and Employers Liability O.D.

(a) Leonard etc.	\$ 500,000
(b) All other Named Assureds	\$1,000,000

4. Advertising Liability (Chemstrand Company, a Division of Monsanto Chemical Company Only)

\$1,000,000

5. Watercraft Liability respect owned and leased barges

Hull & Machinery - various limits to full value including
Running Down Clause up to minimum \$100,000

P. and I. - various limits to Hull value (subject
minimum limit \$100,000 per barge).

6. Fidelity Insurance

\$2,500,000 Primary Commercial Bond which in turn is in excess
of \$100,000 Blanket Position Bond.

Attached to and forming part of Cover Note No. 000120 of the

CONFIDENTIAL CROSSLIFT COMPANY

THOMAS E. SEARS, INC.

BY _____

MONS 151467

COUNTERSIGNATURE ENDORSEMENT

(CHECK COMPANY)

☒ **CONTINENTAL CASUALTY COMPANY**☐ **TRANSPORTATION INSURANCE COMPANY**—MEMBERS OF **CONTINENTAL-NATIONAL GROUP.**

1	INSURED MONSANTO CHEMICAL COMPANY		COUNTERSIGNATURE STATE MISSOURI	
2	POLICY OR BOND NUMBER RDX 9681809	EFFECTIVE DATE JANUARY 7, 1963	EXPIRATION DATE OCTOBER 1, 1965	PREMIUM THIS STATE \$6,555.60
3	TYPE OF POLICY AND/OR COVERAGE BROAD FORM UMBRELLA			
4	SUBJECT TO ADJUSTMENT (AUDIT) YES OR NO → NO		INSTALLMENT BASIS YES OR NO → NO	

THE COUNTERSIGNATURE HERETO IS TO BE CONSIDERED THE VALID COUNTERSIGNATURE TO THE ABOVE MENTIONED POLICY OR BOND, INsofar AS CONCERNS THAT PORTION OF THE RISK LOCATED IN THE STATE NAMED ABOVE.

ATTACHED TO AND HEREBY MADE A PART OF THE ABOVE POLICY OR BOND COUNTERSIGNED AT CLAYTON 5, MISSOURI ON THIS 5 DAY OF April, 1965

PRODUCING AGENT'S NAME
THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON 16, MASSACHUSETTS
COMPANY CODE NUMBER

(SIGNATURE)

LICENSED RESIDENT AGENT

RESIDENT AGENT'S COMPANY CODE NO. 00095

M5442 6-59

1. — ENDORSEMENT TO POLICY

MONS 151468

THIS SPACE FOR THE ATTACHMENT OF ENDORSEMENTS, IF ANY

CONDITIONS

1. It is agreed that this policy, except as herein stated, is subject to all conditions, agreements and limitations of and shall follow the Primary Insurance in all respects, including changes by endorsement and the Insured shall furnish the Company with copies of such changes. It is further agreed should any alteration be made in the premium for the policy/ies of the Primary Insurers during the period of this Policy, then the premium hereon other than the Minimum Premium shall be adjusted accordingly.
2. Notice of any accident, which appears likely to involve this policy, shall be given to the Company, which at its own option, may, but is not required to, participate in the investigation, settlement or defense of any claim or suit. In the event expense and/or costs in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or Primary Insurer, the Company, in addition to its limits of liability as expressed in Item 6, Section I of the Declarations, shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.
3. With respect to each coverage in Item 6, Section I of the Declarations, the Bodily Injury limit applicable to each accident is subject to the limit specified as applicable to each person. There is no limit to the number of accidents for which claims may be brought hereunder (provided such accidents occur during the period of this policy) except as provided by aggregate limits which, with respect to Item 6, Section I, when inserted therein apply to all accidents happening during each twelve month's term of the Policy.
4. All salvages, recoveries or payments recovered or received subsequent to a loss settlement under the Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.
5. This Policy may be cancelled at any time at the written notice of the Insured or may be cancelled by or on behalf of the Company provided ten (10) days written notice is given to the Insured at the address shown in the Declarations. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. In the event of the cancellation or termination of the Primary Insurance or of a renewal thereof, this policy, to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the Insured. If the named Insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum premium, whichever is greater, shall be computed pro rata.

IN WITNESS WHEREOF, the CONTINENTAL CASUALTY COMPANY has caused this policy to be signed by its President and Secretary at Chicago, Illinois and countersigned on the Declarations page by a duly authorized agent of the Company.

 Secretary

 President

MONS 151469

Short Rate Cancellation Table

FOR ONE YEAR POLICIES

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (6 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-294	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

FOR POLICIES WITH TERMS LESS OR GREATER THAN ONE YEAR

- A. If policy has been in force for 12 months or less, apply the standard short rate table for annual policies to the full annual premium determined as for a policy written for a term of one year.
- B. If policy has been in force for more than 12 months:
 1. Determine full annual premium as for a policy written for a term of one year.
 2. Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period policy has been in force.

ISSUED TO
MONSANTO CHEMICAL COMPANY

Continental Casualty Company
CHICAGO, ILLINOIS
EXCESS THIRD PARTY LIABILITY POLICY



PLEASE READ YOUR POLICY

Policy No. RDX 9691809

MONS 151470